

Charter Partner Agreement

Version of September 6, 2026. Supersedes the version of September 4, 2026; adds sections 3.5, 8.6 and 14.5, three definitions, and related wording.

This Charter Partner Agreement (this "Agreement") is entered into as of the date of the last signature below (the "Effective Date") between:

A Step Ahead Media, LLC, a limited liability company, doing business as All In One Nonprofit ("Company", "we", "us"); and

_____ ("Partner", "you").

1. What this Agreement is

The Company operates a software platform that nonprofit organizations subscribe to and use to run themselves (the "Platform"). Independent consultants and specialists are often engaged by those organizations to help. The Charter Partner Program (the "Program") is the Company's program for the first group of such professionals.

This Agreement sets out the terms on which you take part in the Program. It does not engage you to perform services for the Company, and it does not engage the Company to perform services for you or for your clients.

2. Definitions

Client Organization means a nonprofit or other organization that holds its own subscription to the Platform and that has granted you access to its account.

Client Data means all information, records and content within a Client Organization's account, including information about its people, finances, donors, grants and governance.

Charter Consultant Partner means a Partner admitted in the consultant role under section 5.

Charter Specialist Partner means a Partner admitted in the specialist role under section 6.

Competing Product means any software, service, or platform, whether hosted, downloadable, or delivered as a service, that provides to nonprofit or membership organizations a substantial part of the functionality of the Platform, or that is marketed as a substitute for the Platform, whether or not it is offered for a fee.

Platform Information means non-public information about the Platform and the Program that you obtain through the Program or through any seat, account, or practice organization the Company provides, including: the design, structure, sequence, and organization of the Platform's applications, screens, workflows, data models, prompts, automations, and setup paths; the certification lessons, checks, rubrics, and training packs; the Service Growth Ideas page and other Hub resources; pricing, plan mechanics, and partner-program economics not published on the Company's website; roadmaps, unreleased features, and any statement about what the Company intends to build; and any compilation or summary of the above, however made.

Platform Information does not include information that is published by the Company on its public website, that you can show you knew before the Program, or that becomes public through no fault of yours.

Program Materials means the documents, pages, decks, guides, lessons, checklists, forms, templates, and other materials the Company makes available to Partners, including those loaded into a practice organization or a Client Organization at your request.

Program Title means the designation Charter Consultant Partner or Charter Specialist Partner, as applicable.

Sponsoring Consultant means, for a Charter Specialist Partner, the Charter Consultant Partner who invited that person under section 7.

3. Participation: free, non-exclusive, and at will

3.1 There is no fee to join or to remain in the Program, and no minimum number of Client Organizations you must bring or serve. If the Company later introduces a participation fee, it will not apply to any Partner admitted to the Charter cohort for so long as that Partner remains in the Program continuously.

3.2 Subject to section 3.5, the Program is non-exclusive in every direction. You may work with, recommend, resell or build a practice around any other software, including software that competes with the Platform. The Company may admit any number of Partners, work with anyone, and sell directly to any organization, including one you introduced or serve.

3.3 You are admitted to the Program immediately on acceptance. Certification is not a condition of joining. Status levels, if and when the Company defines them, will be earned after admission and will never alter the access rules in section 8.

3.4 No territory, no exclusivity of any client, no quota, and no guarantee of referrals, leads or revenue is granted by this Agreement.

3.5 No clone. Section 3.2 protects your freedom to serve clients on any tools you choose. It is not a license to reproduce the Platform. Accordingly, during the term of this Agreement and for two years after it ends, you will not, directly or indirectly, and will not assist, fund, advise, or authorize any other person to:

- (a) use Platform Information or Program Materials to design, specify, build, train, test, benchmark, market, or improve a Competing Product;
- (b) use any seat, account, practice organization, or Hub access the Company provides to copy, extract, record, systematically document, or reverse engineer the Platform, or to run any automated tool against it, for any purpose other than serving a Client Organization in the ordinary course;
- (c) copy, adapt, translate, or create derivative works of the Program Materials for use outside the Program, including as training or marketing material for a Competing Product; or
- (d) use the Platform, its outputs, or its documentation to train, fine-tune, evaluate, or prompt any machine learning or artificial intelligence system for the purpose of reproducing any part of the Platform.

Nothing in this section prevents you from using your own general skill, knowledge, and experience, from working with a Competing Product as a consultant or reseller, or from using information that is public. If you become an owner, officer, employee, contractor, or advisor of a business that offers or is developing a

Competing Product, you will tell the Company in writing within thirty days, and the Company may end your Program participation under section 12.2 without that being a breach by either party.

4. The nature of the relationship, and what "Partner" does not mean

4.1 No partnership and no ownership. The word Partner in the Program Title is a designation used for marketing and identification within the Program. **It does not create a partnership in the legal sense and it conveys no ownership of any kind.** Nothing in this Agreement or in the Program grants you, and you will not claim, any equity, membership interest, ownership interest, profit share, revenue share, distribution right, voting right, or any interest whatsoever in A Step Ahead Media, LLC, in the Platform, or in any of the Company's assets, revenue or intellectual property.

4.2 Independent parties. You and the Company are independent of one another. This Agreement does not create a partnership, joint venture, franchise, dealership, agency, employment, or fiduciary relationship. Neither party is the representative of the other. You are not an employee, contractor, agent or representative of the Company, and you are not eligible for any Company benefit, insurance, or compensation except as expressly stated in section 9.

4.3 No authority to bind. You have no authority to enter any agreement, make any representation, incur any obligation, extend any warranty, quote any price as binding, settle any claim, or accept service of process on behalf of the Company, and you will not represent that you do. Any commitment you make to a Client Organization is yours alone.

4.4 How you may describe yourself. While this Agreement is in force and you are in good standing you may describe yourself, accurately, by your Program Title, and may say that you work on or with the Platform. You will not describe yourself as a partner of the Company in the legal sense, or as an owner, principal, employee, agent, representative, affiliate, subsidiary, or joint venturer of the Company, and you will not use wording that a reasonable reader would take to mean any of those things. You will not use the word Partner without the qualifying Program Title in a way that suggests a partnership.

4.5 No franchise. The parties intend that this Agreement not constitute a franchise, business opportunity, or distributorship under any law. There is no franchise fee, no required purchase, no territory, no prescribed method of operation, and no requirement that you sell anything.

4.6 Not the provider to your clients. A Client Organization's subscription is between that organization and the Company under the Company's own published terms. You are not a reseller of that subscription unless a separate written agreement says so. Your engagement with a Client Organization is between you and that organization, and the Company is not a party to it.

5. The Charter Consultant Partner role

5.1 What the role is. A Charter Consultant Partner is the consultant of record for a Client Organization: the adviser that organization has engaged. There is exactly one consultant of record per Client Organization, on either plan, at all times.

5.2 Access comes from the client, not from us. An owner or administrator inside the Client Organization's own account grants your seat. The Company does not place a consultant into any account. The Client

Organization may change or remove your access at any time without notice to you and without the Company's involvement.

5.3 What the seat does. The consultant seat reads the Client Organization's work and prepares reports on it. It cannot change anything until the Client Organization grants editing in a specific area, area by area. A read-only seat is a normal and complete state of the arrangement.

5.4 Your responsibilities. You will:

- perform your engagements with the professional skill and care ordinarily expected of a consultant in your field, and in accordance with any professional standards, licensing requirements or codes of conduct that apply to you;
- agree your own scope, fees and terms directly with each Client Organization, in your own written engagement letter, and be solely responsible for billing and collecting them;
- act only within the access the Client Organization has granted, and ask the organization rather than the Company when you need more;
- keep your account credentials secure, use your own individual account, and never share, sell or transfer access, credentials, or a seat to anyone;
- carry and maintain the insurance ordinarily appropriate to your practice, including professional liability coverage where it is customary in your field;
- comply with all laws applicable to your practice, including those governing confidentiality, data protection, employment, and the handling of records; and
- tell the Company promptly if you become aware of a security problem, an unauthorized access, or a defect in the Platform that puts Client Data at risk.

5.5 What you must not do. You will not: use access granted for one Client Organization to view or work on another; represent the Company in a sales, support or contractual capacity; make any promise about future features, pricing, or program terms; or use the Platform or any Client Organization's account for any purpose other than serving that organization.

6. The Charter Specialist Partner role

6.1 What the role is. A Charter Specialist Partner is a narrow expert, such as a bookkeeper, grant writer or human resources practitioner, brought in to work on a defined piece of work inside a Client Organization.

6.2 How the seat works. A specialist seat opens only the areas of the Platform named on it and is invisible everywhere else in the Client Organization. It is set by the Sponsoring Consultant.

6.3 Your responsibilities. A Charter Specialist Partner is bound by section 5.4 and section 5.5 as if written out in this section, reading Client Organization and engagement to mean the organization and the work for which the seat was created, and in addition will:

- work only within the areas named on the seat, and raise any need for wider access with the Sponsoring Consultant rather than acting around the limit;
- treat the Sponsoring Consultant as the point of contact for scope, and the Client Organization as the owner of the work; and
- tell the Sponsoring Consultant and the Company promptly when the engagement ends, so the seat can be removed.

6.4 Your own agreement. Whether you are paid by the Sponsoring Consultant, by the Client Organization, or by neither, is a matter between you and them. The Company is not a party to that arrangement and owes you no payment.

7. The relationship between a Consultant Partner and a Specialist Partner

7.1 Invitation. A Charter Specialist Partner is brought in by a Charter Consultant Partner, at the Consultant Partner's own initiative or at the Client Organization's request. The Company does not invite specialists into a Client Organization.

7.2 Vouching. By inviting a person into a Client Organization as a Charter Specialist Partner, the Charter Consultant Partner represents to the Company and to that Client Organization that the Consultant Partner:

- has taken reasonable steps to satisfy itself of that person's identity, competence and fitness for the work;
- has a genuine engagement need for the seat;
- has the Client Organization's knowledge of the arrangement; and
- has informed that person of the obligations in this Agreement.

7.3 Continuing responsibility. The Charter Consultant Partner remains responsible to the Client Organization for the seats it creates, will review them periodically, and will remove a seat promptly when the work it was created for has ended or the person is no longer appropriate. The Company may remove any seat at any time where it reasonably believes Client Data is at risk.

7.4 Independent responsibility to the Company. Each Partner is individually responsible to the Company for its own compliance with this Agreement. A Charter Specialist Partner is not relieved of any obligation because it was invited by someone else, and a Charter Consultant Partner is not relieved of the representations in section 7.2 because the specialist has also signed.

7.5 The Company is not between you. The Company is not responsible for any dispute, payment, scope disagreement or claim between a Consultant Partner and a Specialist Partner, or between either of them and a Client Organization.

8. Client Data, confidentiality and the access rules

8.1 Client Data belongs to the Client Organization. It is not yours and it is not the Company's to give you. Your access to it exists only because the Client Organization granted it and only for as long as the organization chooses.

8.2 Use. You will access and use Client Data only as necessary to perform the engagement the Client Organization has authorized. You will not sell it, license it, disclose it except as that organization directs or the law requires, retain it beyond the engagement except where your own professional or legal obligations require, or use it to train, fine-tune, evaluate or prompt any machine learning or artificial intelligence system.

8.3 Access rules that cannot be varied. You acknowledge that the following are enforced by the Platform and are not settings, concessions or matters of status:

- **Case Management is never available to a consultant seat or a specialist seat**, on any plan, in any area, at any status level. It is not a permission a Client Organization can grant.

- A consultant seat and a specialist seat cannot perform the destructive actions, and cannot delete a Client Organization's records.
- Every action taken on these seats is recorded in the Client Organization's own activity log, identified to the person who took it. You consent to that recording, and you acknowledge that the Client Organization can read it.
- No status level in the Program will ever widen these rules. Status may carry recognition, support and, if the Company later adopts them, economic terms. It will never carry deeper access to Client Data.

8.4 Confidentiality. Any nondisclosure agreement between you and the Company continues to apply. In addition, you will treat Client Data and the Company's non-public information as confidential, using at least reasonable care, and will not disclose either except as permitted in this Agreement.

8.5 Notification. You will notify the Company without undue delay, and in any event within seventy-two hours, of becoming aware of any actual or suspected unauthorized access to, loss of, or disclosure of Client Data or your Platform credentials.

8.6 Platform Information. In addition to the confidentiality obligations in section 8.4, you will use Platform Information and Program Materials only for the Program and for serving Client Organizations, and for no other purpose. This obligation continues for three years after this Agreement ends, and, for any Platform Information that is a trade secret under applicable law, for as long as it remains a trade secret.

9. Money

9.1 Nothing is owed to you today. The Company does not currently pay Partners for referrals, resales, or any other channel activity. Your income from the Program is what you charge your own clients for your own services.

9.2 The retroactivity commitment. The Company is still deciding whether and how to pay Partners for the Client Organizations they bring. If the Company adopts such terms while you are in the Program, the Company will apply them retroactively to Client Organizations you introduced during the Charter period, on the same basis as if those terms had been in force when the organization was introduced. This commitment is limited to organizations you introduced, is subject to the Company being able to identify the introduction from its own records, and does not oblige the Company to adopt any such terms at all.

9.3 Pricing. Client Organization pricing is set by the Company and published. You may not offer, promise or imply a discount, rebate, or pricing concession on the Company's behalf. If a prospective Client Organization needs something the published plans do not cover, the Company will quote it directly.

9.4 Your own fees. You set your own fees for your own services and keep all of them. The Company takes no share of them and has no claim to them.

9.5 Expenses and taxes. Each party bears its own costs. You are responsible for all taxes arising from your own business and income.

10. Certification

The Company is developing a certification course. Certification is not required to join the Program and does not gate your access. When the course opens, Partners admitted to the Charter cohort and still in the

Program will be certified at no cost. If the Company later charges for certification or renewal, that charge will not be applied to the Charter cohort's initial certification.

11. Marks and materials

11.1 Limited license to you. Subject to this Agreement, the Company grants you a personal, non-exclusive, non-transferable, revocable, royalty-free license, during the term only, to use the Program Title and any partner mark the Company designates, solely to identify your participation in the Program and in accordance with any usage guidelines the Company publishes.

11.2 What that license is not. It is not a license to the Platform itself, not a license to any other Company mark, not a right to register any mark or any domain name containing a Company mark, and not a right to use any mark in a way that suggests ownership, endorsement of your services, or a legal partnership. All goodwill from your use runs to the Company.

11.3 Program materials. The Company may give you decks, guides, playbooks and other materials, some of them intended to be co-branded. You may use and co-brand those marked for that purpose, for the Program, without altering any statement of fact in them, and you will not remove a DRAFT marking or distribute a document marked DRAFT or not for distribution. Materials remain the Company's property.

11.4 Your marks. You grant the Company a non-exclusive, royalty-free license to use your name and logo to identify you as a Partner in a directory or list of Partners. The Company will stop on your written request.

12. Term and termination

12.1 Term. This Agreement begins on the Effective Date and continues until terminated.

12.2 Termination for convenience. Either party may terminate this Agreement for any reason on thirty days written notice.

12.3 Termination for cause. The Company may terminate this Agreement or suspend your Program participation immediately on written notice if you materially breach this Agreement, if the Company reasonably believes Client Data is at risk, or if your conduct is reasonably likely to bring the Platform or the Company into disrepute.

12.4 Effect. On termination you will immediately stop using the Program Title and any Company mark, stop holding yourself out as a Partner, and remove those claims from your website and materials. Termination of this Agreement does not by itself end a seat inside a Client Organization; those seats are ended by the Client Organization or, where section 7.3 applies, by the Company. Your engagements with your clients are yours to wind down with them. On termination you will also, within thirty days, delete or return every copy of the Program Materials in your possession other than those a Client Organization holds in its own account, and will confirm in writing that you have done so; you may keep one archival copy of documents you signed.

12.5 Survival. Sections 3.5, 4, 8, 9.4, 9.5, 11.2, 12.4, 12.5, 13, 14 and 15 survive termination.

13. Warranties, disclaimers, and limitation of liability

13.1 Your warranties. You warrant that you have the authority to enter this Agreement, that the information you gave the Company in applying is accurate, and that you are not barred by any law, order, or professional body from providing the services you intend to provide.

13.2 Disclaimer. The Platform is provided to Client Organizations under the Company's own terms. Except as expressly stated in this Agreement, the Company makes no warranty of any kind to you, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, and does not warrant that the Platform will be uninterrupted, error free, or suitable for any particular engagement of yours.

13.3 No liability for your practice. The Company is not liable for your business results, for revenue you did or did not earn, for a client you did or did not win, for the outcome of any engagement, or for any decision you or a Client Organization makes.

13.4 Limitation of liability. To the maximum extent permitted by law, neither party is liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, lost revenue, lost business or lost data, however caused and on any theory of liability, even if advised of the possibility. To the maximum extent permitted by law, the Company's total aggregate liability to you arising out of or relating to this Agreement will not exceed one thousand United States dollars. These limits do not apply to a party's obligations under section 13.5, to your obligations under section 8, or to any liability that cannot be limited by law.

13.5 Indemnity. You will defend, indemnify and hold harmless the Company and its officers, members, employees and agents from and against any claim, demand, loss, liability, damage, cost and expense, including reasonable attorneys fees, arising out of or relating to: (a) your services to any Client Organization; (b) your breach of this Agreement; (c) your handling of Client Data; (d) any representation you made about the Company, the Platform, pricing or the Program that this Agreement did not authorize; or (e) for a Charter Consultant Partner, the acts and omissions of any Charter Specialist Partner you invited, to the extent arising from a failure of the representations you made in section 7.2.

14. Dispute resolution

14.1 Talk first. Before starting any formal proceeding, the parties will attempt in good faith to resolve the dispute by discussion between people with authority to settle it, for at least thirty days after written notice of the dispute.

14.2 Governing law. This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws principles.

14.3 Venue. The parties submit to the exclusive jurisdiction of the state and federal courts located in Florida.

14.4 Equitable relief. Either party may seek injunctive relief in any court of competent jurisdiction to protect its confidential information or intellectual property, without first following section 14.1.

14.5 No clone and Platform Information. You acknowledge that a breach of section 3.5 or 8.6 would cause the Company harm that money alone would not repair, and that the Company may seek an injunction or other equitable relief to prevent or stop such a breach, without posting a bond to the extent the law allows, in addition to any other remedy. A breach of section 3.5 or 8.6 is a material breach for the purposes of section 12.3.

15. General

15.1 Entire agreement. This Agreement, together with any nondisclosure agreement between the parties and any usage guidelines referenced here, is the entire agreement on its subject matter and supersedes any prior discussion, proposal or representation, including anything on the Company's website.

15.2 Changes to the Program. The Company may change the structure, benefits, status levels and materials of the Program on reasonable notice. If a change materially reduces your rights, you may terminate under section 12.2 and, if you do, section 9.2 continues to apply to Client Organizations you introduced before termination. The Company will not change section 4 or section 8.3 in a way that widens access to Client Data.

15.3 Amendment. Except as stated in section 15.2, this Agreement may be amended only in a writing signed by both parties.

15.4 Assignment. You may not assign this Agreement, and your Program Title is personal to you. The Company may assign to a successor in a merger or a sale of substantially all of its assets.

15.5 Notices. Notices to the Company go to support@allinonenonprofit.com and to its registered address. Notices to you go to the email and address you gave on signing. Either party may change its address on notice.

15.6 Severability, waiver, counterparts. If a provision is unenforceable it will be modified to the least extent necessary and the rest stays in force. A failure to enforce is not a waiver. This Agreement may be signed in counterparts and delivered electronically.

Signatures

Role. The Partner is admitted as (check one):

☐ Charter Consultant Partner

☐ Charter Specialist Partner. Sponsoring Consultant: _____

A STEP AHEAD MEDIA, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

PARTNER

Signature: _____

Name: _____

Title: _____

Entity (if signing on behalf of a firm): _____

Email for notices: _____

Address for notices: _____

Date: _____